

PREPARED BY: HORNE AND SIGMON, P.A.

BOOK 221 PAGE 85

NORTH CAROLINA

PITT COUNTY

DECLARATION OF CONDITIONS, RESTRICTIONS  
AND COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, Joseph D. Speight and wife, Maxine A. Speight, do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any tract or parcel of land in the area designated or located in or near Pitt County, North Carolina known as Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Woodridge North Subdivision as recorded in Map Book 37, Page 107 of the Pitt County Registry; said tracts are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned to wit:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until May 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

2. If the undersigned or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, except the party of the first part is specifically excluded from any liability for damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and other outbuildings incident to the residential use of the plot except one

BOOK 221 PAGE 86

detached structure not exceeding two stories in height, to be used as a private garage for not more than three cars, which structure may, in addition, contain servants' quarters.

5. Lot 8 may be subdivided once. The smallest lot of a subdivision of Lot 8 must contain 25,000 square feet and cannot be subdivided so that the two lots so subdivided to face N.C.S.R. 1134. No other lots may be subdivided.

6. No buildings shall be located on any residential building plot nearer to any lot line than as shown on the recorded plat. No building shall be located nearer than 10 feet to any side lot line.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residential temporarily or permanently nor shall any structure of a temporary character be used as a residence, except a family fallout shelter built in conformity to plans and location approved by the Office of Civil Defense Mobilization.

9. No barns, stables, and outbuildings for the purpose of maintaining horses shall be permitted on any lot.

10. No dwelling costing less than \$56,000.00 or having less than 1400 square feet of heated living area shall be permitted on any lot, it being the intention to require in each instance the erection of such a dwelling as would have cost not less than \$40.00 per square foot if the same had been erected in May, 1989 in this locality. That is, the above cost is to be estimated on a basis of May, 1989 construction costs in this locality.

11. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which these Restrictive Covenants specifically apply.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of

the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.

13. Adequate off-street parking shall be provided by the owners of each building site for the parking of automobiles owned by the said owners, and owners of building sites agree not to park their automobiles on the streets in the Woodridge North Subdivision development.


14. Each property owner constructing a building on a lot or lots in Woodridge North Subdivision shall be responsible for having drain pipe properly installed, up to specifications required by the State of North Carolina, in the driveway for such building at the time of construction.

15. All driveways must be a minimum of ten feet wide and made of cement.

16. No TV satellite dishes may be maintained upon any lot.

17. Any out building used or constructed on any lot shall be in the same architecture as the house constructed on the same lot.

IN WITNESS WHEREOF, the declarant has executed this document the day and year first above written and adopted the word "Seal" appearing after their name as their own.

  
JOSEPH D. SPEIGHT (SEAL)

  
MAXINE A. SPEIGHT (SEAL)

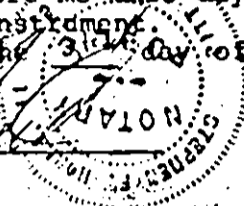
BOOK 221 PAGE 88

NORTH CAROLINA

COUNTY OF PITT

I, Stephen F. Horne II, a Notary Public of the aforesaid County and State do hereby certify that JOSEPH Q. SPEIGHT and wife, MAXINE A. SPEIGHT, personally appeared before me this 3rd day and acknowledged the due execution of the foregoing instrument. Witness my hand and Notarial Seal, this 3rd day of May, 1989.

NOTARY PUBLIC



My commission expires: July 4, 1989  
SFH10

NORTH CAROLINA: Pitt County  
The foregoing certificate of Stephen F. Horne II N.P. of Pitt Co, NC  
is certified to be correct.  
Filed for registration at 1:42 o'clock P M this 3rd day of May, 1989

ANNIE G. HOLDER, Register of Deeds

By Annie G. Holder

NORTH CAROLINA

PITT COUNTY

DECLARATION OF CONDITIONS, RESTRICTIONS  
AND COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, PHV PROPERTIES, a North Carolina General Partnership consisting of Judson E. Porter, Charles B. Hood and Charles R. Vandiford, do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any tract or parcel of land in the area designated or located in or near Pitt County, North Carolina known as Lots 1 through 112, inclusive, of Woodridge North Subdivision, Phase III as recorded in Map Book 41, Pages 190 and 190-A of the Pitt County Registry; said tracts are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned to wit:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until February 1, 2012, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

2. If the undersigned or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, except the party of the first part is specifically excluded from any liability for damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and other

outbuildings incident to the residential use of the plot except one detached structure not exceeding two stories in height, to be used as a private garage for not more than three cars, which structure may, in addition, contain servants' quarters.

5. No buildings shall be located on any residential building plot nearer to any lot line than as shown on the recorded plat. No building shall be located nearer than 10 feet to any side lot line.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residential temporarily or permanently nor shall any structure of a temporary character be used as a residence, except a family fallout shelter built in conformity to plans and location approved by the Office of Civil Defense Mobilization.

8. No barns, stables, and outbuildings for the purpose of maintaining horses shall be permitted on any lot.

9. No dwelling costing less than \$61,600.00 or having less than 1400 square feet of heated living area shall be permitted on any lot, it being the intention to require in each instance the erection of such a dwelling as would have cost not less than \$44.00 per square foot if the same had been erected in February, 1993 in this locality. That is, the above cost is to be estimated on a basis of February, 1993 construction costs in this locality.

10. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which these Restrictive Covenants specifically apply.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five

feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.

12. Adequate off-street parking shall be provided by the owners of each building site for the parking of automobiles owned by the said owners, and owners of building sites agree not to park their automobiles on the streets in the Woodridge North Subdivision, Phase III development.

13. Each property owner constructing a building on a lot or lots in Woodridge North Subdivision, Phase III shall be responsible for having drain pipe properly installed, up to specifications required by the State of North Carolina, in the driveway for such building at the time of construction.

14. All driveways must be a minimum of ten feet wide and made of cement.

15. No satellite dish, or comparable communication device, may be erected, used or maintained, either temporarily or permanently, upon any lot.

16. Any out building used or constructed on any lot shall be in the same architecture as the house constructed on the same lot.

17. During the construction of any building on a lot in Woodridge North Subdivision, Phase III, the owners will insure that all debris is cleaned daily. Declarant reserves the right to assess a \$25.00 cleaning charge to any lot owner for failure to comply with this provision. Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. §44A.

18. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or who may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission of the City

BOOK 414 PAGE 4

of Greenville, North Carolina, the monthly rate per lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all mercury vapor or sodium vapor lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission. Installation of street lighting on buildings and structures belonging to the owners of the lots within the subdivision or to others will not be permitted.

19. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the property except for domesticated dogs and cats and small non-offensive household pets, provided that they are not kept or used for breeding or maintained for any commercial purpose.

20. No more than one dwelling may be built on any lot, however, nothing shall prevent the building of one dwelling on more than one lot.

IN WITNESS WHEREOF, the declarant has executed this document the day and year first above written and adopted the word "Seal" appearing after their name as their own.

PHV PROPERTIES

BY: Judson E. Porter (SEAL)  
JUDSON E. PORTER, Partner

BY: Charles B. Hood (SEAL)  
CHARLES B. HOOD, Partner

BY: Charles R. Vandiford (SEAL)  
CHARLES R. VANDIFORD, Partner

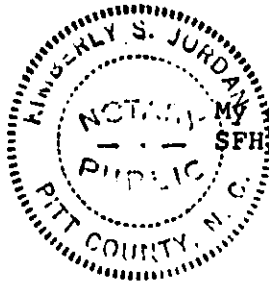
NORTH CAROLINA

COUNTY OF PITT

I, Kimberly S. Jordan, a Notary Public of the aforesaid County and State do hereby certify that JUDSON E. PORTER, Partner, CHARLES B. HOOD, Partner and CHARLES R. VANDIFORD, Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 8 day of February, 1993.

Kimberly S. Jordan  
NOTARY PUBLIC



My commission expires: 6-19-94  
SFH:2D

NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Kimberly S Jordan

Notary Public is (are) certified to be correct. Filed for registration at 10:33 o'clock A M. this 12 day of February 19 93.

ANNIE G. HOLDER, Register of Deeds  
By Annie G. Holder  
Assistant/Deputy Register of Deeds